

1. Name of Registrant

ARNOLD & PORTER

2. Registration No.

1750

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☐ To correct a deficiency in

☐ Initial Statement

☐ Supplemental Statement for _____

☐ To give a 10-day notice of a change in information as required by Section 2(b) of the Act.

☐ Other purpose (specify) _____

☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list-

Attached letter of agreement

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

This amendment to Registrant's Registration Statement is to give notice of a change in an exhibit relating to a foreign principal of the registrant, Government of Canada and to file a copy of the attached letter agreement. The response to items 4 and 5 of Exhibit B with respect to the Government of Canada should be amended to state: In addition, as set forth in the attached letter agreement (final agreement was reached on January 26, 1989) the Registrant will render legal advice on U.S. trade and economic issues. The fee for such representation is to be determined as set forth in the attached letters.

89 MAR -1 P 4:39

RECEIVED
DEPT. OF JUSTICE
COMM. REGISTRATION

The undersigned swear(s) or affirm(s) that he has (they have) read the information set forth in this amendment and that he is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his (their) knowledge and belief.

William D. Rogers
William D. Rogers

(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

Subscribed and sworn to before me at Washington, D.C.
this 1st day of March, 1989 Letitia M. Dyer
(Notary or other officer)

My commission expires May 14, 1989

Canadian Embassy



Ambassade du Canada

1746 Massachusetts Ave. N.W.
Washington, D.C. 20036

October 19, 1988

The Honourable Robert Herzstein
Arnold & Porter
1200 New Hampshire Avenue N.W.
Washington, D.C. 20036

Dear Mr. Herzstein:


Attached, in triplicate, for your signature is a letter contract, duly signed by Ambassador Gotlieb, to retain Arnold & Porter from the date of your signature to March 31, 1989 to provide the Embassy of Canada with legal advice on trade and economic matters.

You will note that the maximum dollar amount specified in the contract is \$41,042.00. This sum represents a calculation based on our intended retainer from April 1, 1988 of \$60,000.00, minus amounts already paid or in the process of payment pursuant to your billings to date of \$58,958.00, plus an additional \$20,000.00 as agreed for advice on the shakes and shingles case and an additional \$20,000.00 for expected expenses to March 31, 1989.

I will be sending to you shortly a further letter of instructions identifying Embassy priorities for the period of the contract, as contemplated by the attached agreement.

Mr. Fried will continue to act as the Embassy's contact point for all administrative and procedural matters arising under the contract. Monthly accounts should be sent to his attention.

Yours sincerely,


L. H. Legault
Minister (Economic) and
Deputy Head of Mission

Canadian Embassy



Ambassade du Canada

1746 Massachusetts Ave. N.W.
Washington, D.C. 20036

October 19, 1988

Arnold & Porter
1200 New Hampshire Avenue N.W.
Washington, D.C. 20036

Attention: Mr. Robert Herzstein

Dear Sirs:

I hereby offer, to the firm of Arnold & Porter (the "firm"), a contract for services, between the firm and the Government of Canada, as represented by Canada's Secretary of State for External Affairs, subject to the following terms and conditions.

The services to be performed under this contract will be to provide legal advice to the Canadian Embassy, in Washington, D.C., on political, legislative and regulatory developments in the Government of the United States, relating to trade and economic issues, in accordance with written instructions from the Embassy. It is understood that the services under this contract may be performed, in part, by APCO senior associates, paralegals and specialists listed in the attachment to this contract, provided that the obligations of the firm under the contract apply *mutatis mutandis* to APCO and those APCO senior associates, paralegals and specialists.

The firm undertakes that, except as required by United States or Canadian law, as may be applicable, neither its members, or employees, or APCO senior associates, paralegals, or specialists, will, at any time during and after rendering of the services contracted for, cite, quote, refer to or otherwise communicate any confidential information obtained from the files of the Government of Canada or by any other means without the prior written consent of the Government of Canada. As well, all materials, papers and studies forming part of, or produced in the performance of, this contract and all copyrights therein will be the property of the Government of Canada, and will not be communicated or published without the prior

written consent of the Government of Canada. It is understood that the Government of Canada will not be liable for claims in respect of death, disease, illness, injury or disability or loss or damage to property which may be suffered by the firm, or its members or employees, or APCO, or APCO senior associates, paralegals, or specialists, or anyone else, as a result of the performance by the firm, or its members, or employees, or APCO senior associates, paralegals, or specialists, in carrying out this contract.

During the term of this contract (being from the date of signature of this letter by the firm to March 31, 1989) for the performance of these services to my satisfaction, the Government of Canada will pay the firm at the standard fixed hourly rates set out in the attachment to this contract. Services may be provided by attorneys other than those listed in the attachment provided that they are members or employees of the firm and their rates are comparable to the rates fixed in the attachment for attorneys of comparable experience and do not exceed U.S. \$295 per hour. Services in support of the attorneys may be provided by employees other than those listed in the attachment provided that they are employees of the firm and their rates are comparable to the rates fixed in the attachment for employees of comparable experience and do not exceed U.S. \$100 per hour.

The Government of Canada will reimburse the firm for:

- (i) actual and reasonable expenses incurred for travel authorized by me (receipts are required as proof of payment); and
- (ii) out-of-pocket expenses related to the performance of the services, such as those for materials, local transportation and photocopies.

Payment under this contract will be made by the Government of Canada subject to the submission of monthly accounts by the firm. The accounts must describe the services performed and must indicate the number of hours spent by each member, or employee, of the firm, or each APCO senior associate, paralegal, or specialist, in providing those services. The accounts must also contain the following statement signed by an attorney of your firm:

"I hereby certify the services indicated above were rendered by members, or employees, of this firm, or APCO senior associates, paralegals, or specialists, and that this account truly shows the nature of the services, the time occupied, the fees claimed, disbursements made and all monies received by our law firm, or APCO, in this matter.

Arnold & Porter"

All work is entrusted to you on the basis that your account is subject to taxation by Canada's Deputy Minister of Justice, whose taxation will finally determine the remuneration to which you are entitled.

The total amount that may be paid under the terms and conditions of this contract in respect of fees and other expenses is limited to U.S. \$41,042.00.

This contract cannot be assigned. No member of Canada's House of Commons will be admitted to any share or part of this contract or to any benefit to arise therefrom.

The Government of Canada has adopted a policy to ensure that contracting for legal services will meet the highest ethical standards. The Attorney General of Canada has made it clear that these standards will be scrupulously observed in the conclusion of all contracts for legal services. The relevant portion of the policy precludes the entry into contracts with not only a Minister's spouse, parents, children, brothers and sisters, but also any member of the immediate family of his or her spouse, the immediate families of other Ministers and of party colleagues in Canada's House of Commons and Canada's Senate. It applies, as well, to organizations outside government in which such family members are employed in senior positions or authority including membership on Boards of Directors. I understand that this aspect of the government rules on conflict of interest has been discussed with you and that your selection complies in every respect with these rules. If this is not the case, or if you are not free to act in this matter pursuant to this letter, please advise me immediately.

It is a term of this contract:

- (1) that no former public office holder who is not in compliance with the post-employment provisions of Canada's Conflict of Interest and Post-Employment Code for Public Office Holders will derive a direct benefit from this contract; and
- (2) that during the life of this contract any persons engaged in the course of carrying out this contract will conduct themselves in compliance with the principles of Canada's Conflict of Interest and Post-Employment Code for Public Office Holders. Should an interest be acquired during the life of this contract that would cause a conflict of interest or seem to cause a departure from these principles, the firm will declare it immediately to me.

This contract will be governed by and construed in accordance with the laws in effect in the Province of Ontario, Canada, provided that: in carrying out this contract, the firm, its members and employees, APCO and APCO senior associates, paralegals and specialists, will comply with all applicable provisions of United States law, including, without limiting the generality of the foregoing, the United States Ethics in Government Act of 1978, Foreign Agents Registration Act of 1938 and Federal Regulation of Lobbying Act; and the firm will provide the Embassy with a copy of each statement or report that the firm, or any member, or employee, of the firm, or APCO, or any APCO senior associate, paralegal or specialist, files with (a) the Clerk of the House of Representatives of the United States, under the United States Federal Regulation of Lobbying Act, or (b) the Attorney General of the United States, under the United States Foreign Agents Registration Act of 1938.

This letter, upon signature by the firm, will constitute a contract for services between the firm and the Government of Canada, as represented by Canada's Secretary of State for External Affairs, during the period from the date of signature of this letter by the firm to March 31, 1989. It is understood that this contract does not constitute an appointment or an employment of any person in the capacity of an officer, clerk or employee of the Government of Canada or Canada's Secretary of State for External Affairs. Either party may terminate this contract by giving a thirty-day written notice.

If these terms and conditions are acceptable to the firm, I should be grateful if you would arrange to have this letter signed by the firm and return this letter to me. A copy is enclosed for your records.

Yours sincerely,

Allan Gotlieb
Allan Gotlieb
Ambassador

I agree to the terms and conditions of this contract.

Robert E. Henderson

Arnold & Porter

1/26

Date

Attachment

FEE SCHEDULE

(adjusted for the period July, 1988 - June, 1989)

Partners in Firm:

US \$195-295/per hour

Robert Herzstein
Patrick F. J. Macrory
Thomas B. Wilner
Lawrence A. Schneider
Richard A. Johnson
Claire E. Reade
Kenneth I. Juster

**Associates (including APCO
senior associates):**

US \$125-185/per hour

Stephan E. Becker
Spencer S. Griffith
Michael T. Shor
Shelley R. Slade
Grant E. Finlayson
Eric A. Rubel
Matthew J. Seiden

Andrew W. Shoyer
Daniel C. Esty
Darina C. McKelvie
Anita Epstein
Kevin Nealer
Barry Schumacher

**Paralegals and Specialists
(including APCO Personnel):**

US \$45-100/per hour

Harold P. Luks
Paul MacWhorter
Alan J. Goodman
Michael Bosco
Elizabeth Gordon
Kathleen Norman
David Parkhurst